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 Jenni Rivera Enterprises, LLC  
 9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
 12

13 JENNI RIVERA ENTERPRISES, LLC, a  
 California limited liability company,  
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 Plaintiff,  
 15  
 v.  
 16  
 PETE SALGADO, an individual; LATIN  
 17 WORLD ENTERTAINMENT HOLDINGS,  
 INC., a Florida corporation; LUIS  
 18 BALAGUER, an individual; DHANA  
 MEDIA, INC., a Florida corporation; BTF  
 19 MEDIA, LLC, a Florida limited liability  
 company; and DOES 1 through 20, inclusive,  
 20  
 Defendants.  
 21

Case No. BC633764

~~PROPOSED~~ ORDER TO SHOW CAUSE  
 RE PRELIMINARY INJUNCTION AND  
 TEMPORARY RESTRAINING ORDER

Judge: Hon. Michael J. Raphael  
 Date: December 21, 2016  
 Time: 8:30 am  
 Dept.: 51

Action Filed: September 12, 2016

**FILED**  
 Superior Court of California  
 County of Los Angeles

DEC 21 2016

Sherri R. Carter, Executive Officer/Clerk  
 By Richard Duarte, Deputy

12/22/2016

1 Plaintiff Jenni Rivera Enterprises, LLC's ("Rivera") *Ex Parte* Application for Temporary  
2 Restraining and OSC re Preliminary Injunction came on for hearing before this Court on  
3 December 21, 2016, at 8:30 a.m. in Department 51. After full consideration of the matter, this  
4 Court issues an Order to Show Cause and Temporary Restraining Order as set forth below:

5 **I. ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION**

6 TO DEFENDANT PETE SALGADO ("Salgado"):

7 YOU ARE HEREBY ORDERED TO SHOW CAUSE at 8:30 a.m., on

8 ~~February 27, 2017~~ <sup>9</sup>February 27, 2017, or as soon thereafter as the matter may be heard in  
9 Department 51 of the Los Angeles Superior Court, 111 North Hill Street, Los Angeles, California,  
10 90012, why you, ~~including your agents, servants, employees, partners, members, principals,~~ and  
11 any company or entity that you own or control should not be restrained and enjoined during the  
12 pendency of this action from violating the terms of the non-disclosure agreement dated September  
13 17, 2013 ("NDA"), including, but not limited to:

- 14 (1) disclosing or divulging any information, knowledge, and data relating to the respective  
15 operations, business, financial affairs and personal affairs of Dolores Janney Rivera  
16 p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan  
17 Lopez, Trinidad Marin, or Janney Marin to any person, firm, or corporation other than  
18 JRE or its designees;
- 19 (2) using for himself or others, disclosing or divulging to others, including third parties,  
20 any and all information and/or data relating to the business and personal affairs of  
21 Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos,  
22 Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any other proprietary  
23 data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores,  
24 Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin.
- 25 (3) disclosing or divulging any information and/or data relating to the business and  
26 personal affairs of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores,  
27 Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any  
28 other proprietary data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A.

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Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin to Latin World Entertainment Holdings, Inc., Dhana Media, Inc., BTF Media, Inc. Luis Balaguer, Univision, Harper Collins, or any of their subsidiaries, affiliates, employees, agents, representatives, or persons or entities working in concert with them;

(4) producing in any way, participating in any way in the production of, or participating in any way in the dissemination of any television show that is based in whole or in part on any information and/or data disclosed or divulged by you relating to the business and personal affairs of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any other proprietary data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin;

(5) publishing in any way, participating in any way in the publication of, or participating in any way in the dissemination of any book or written materials that is based in whole or in part on any information and/or data disclosed or divulged by you relating to the business and personal affairs of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any other proprietary data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin;

(6) participating in any interviews, marketing, press activities, events, or other promotional activities in connection with any television show that includes any information and/or data disclosed or divulged by you relating to the business and personal affairs of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any other proprietary data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin; and

1 (7) participating in any interviews, marketing, press activities, events, or other promotional  
2 activities in connection with any book or written material that includes any information  
3 and/or data disclosed or divulged by you relating to the business and personal affairs of  
4 Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos,  
5 Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any other proprietary  
6 data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores,  
7 Jaquelin Campos, ~~Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin.~~

8 This Order shall be served upon counsel for Salgado no later than 5:00 p.m. on

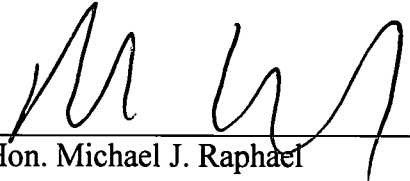
9 ~~December 22, 2016~~, by means of personal messenger. Proof of Service of  
10 this Order shall be filed with the Court and a courtesy copy shall be delivered to Department 51 by  
11 no later than 5:00 p.m. on ~~December 23, 2016~~.

*Salgado's counsel has  
listed e-mail service  
adequate, so his Prothonotary  
Deft's  
Counsel.*

12 The following briefing schedule shall apply: Salgado's response to the order to show  
13 cause and papers opposing a preliminary injunction shall be filed and served (by express mail and  
14 email) by ~~February 10, 2017~~ at 5:00 p.m. Rivera's reply papers shall  
15 be filed and served (by express mail and email) by ~~February 17, 2017~~  
16 at 5:00 p.m.

17 **IT IS SO ORDERED**

18  
19 Dated: 12/21/16

  
20 Hon. Michael J. Raphael  
21 Judge of the Superior Court

12/22/2016

1 **II. TEMPORARY RESTRAINING ORDER**

2 TO DEFENDANT PETE SALGADO ("Salgado"):

3 Pending hearing on the Order To Show Cause issued by this Court on December 21, 2016,  
4 you, ~~including your agents, servants, employees, partners, members, principals,~~ and any company  
5 or entity that you own or control, are hereby restrained and enjoined from violating the terms of  
6 the non-disclosure agreement dated September 17, 2013 ("NDA"), including, but not limited to:

7 (1) disclosing or divulging any information, knowledge, and data relating to the respective  
8 operations, business, financial affairs and personal affairs of Dolores Janney Rivera  
9 p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan  
10 Lopez, Trinidad Marin, or Janney Marin to any person, firm, or corporation other than  
11 JRE or its designees;

12 (2) using for himself or others, disclosing or divulging to others, including third parties,  
13 any and all information and/or data relating to the business and personal affairs of  
14 Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos,  
15 Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any other proprietary  
16 data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores,  
17 Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin.

18 ~~(3) disclosing or divulging any information and/or data relating to the business and  
19 personal affairs of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores,  
20 Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any  
21 other proprietary data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A.  
22 Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney  
23 Marin to Latin World Entertainment Holdings, Inc., Dhana Media, Inc., BTF Media,  
24 Inc. Luis Balaguer, Univision, Harper Collins, or any of their subsidiaries, affiliates,  
25 employees, agents, representatives, or persons or entities working in concert with them;~~

26 ~~(4) producing in any way, participating in any way in the production of, or participating in  
27 any way in the dissemination of any television show that is based in whole or in part on  
28 any information and/or data disclosed or divulged by you relating to the business and~~

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1 personal affairs of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores,  
2 Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any  
3 other proprietary data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A.  
4 Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney  
5 Marin;

6 (5) publishing in any way, participating in any way in the publication of, or participating in  
7 any way in the dissemination of any book or written materials that is based in whole or  
8 in part on any information and/or data disclosed or divulged by you relating to the  
9 business and personal affairs of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A.  
10 Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney  
11 Marin, or any other proprietary data of JRE and of Dolores Janney Rivera p/k/a Jenni  
12 Rivera, Rosa A. Rivera Flores, Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad  
13 Marin , or Janney Marin;

14 (6) participating in any interviews, marketing, press activities, events, or other promotional  
15 activities in connection with any television show that includes any information and/or  
16 data disclosed or divulged by you relating to the business and personal affairs of  
17 Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos,  
18 Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any other proprietary  
19 data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores,  
20 Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin; and

21 (7) participating in any interviews, marketing, press activities, events, or other promotional  
22 activities in connection with any book or written material that includes any information  
23 and/or data disclosed or divulged by you relating to the business and personal affairs of  
24 Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores, Jaquelin Campos,  
25 Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin, or any other proprietary  
26 data of JRE and of Dolores Janney Rivera p/k/a Jenni Rivera, Rosa A. Rivera Flores,  
27 Jaquelin Campos, Jenika Lopez, Juan Lopez, Trinidad Marin, or Janney Marin.

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*prospectively*

This Temporary Restraining Order is effective <sup>prospectively</sup> as of this date, and shall expire following the hearing on the Order to Show Cause, scheduled for February 2) 2017 8:30 am ~~[February 27, 2017]~~

This Order shall be served upon counsel for Salgado no later than 5:00 p.m. on December 22, 2016 by means of personal messenger. Proof of Service of this Order on the adverse party shall be filed with the Court and a courtesy copy shall be delivered to Department 51 by no later than 5:00 p.m. on December 23, 2016. *Salgado's counsel stated in court that e-mail service is adequate.*

**IT IS SO ORDERED**

Dated: 12/21/16

  
Hon. Michael J. Raphael  
Judge of the Superior Court

Deadline

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